Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

AFFINITY ENGINES, INC., a Delaware corporation, Plaintiff, v. GOOGLE, INC., a Delaware corporation, ORKUT.COM, LLC, a Delaware limited liability company, ORKUT BUYUKKOKTEN, individually, and DOES 1-20, inclusive, Defendants.	CASE NO. 104 CV 020368 **AFFINITY ENGINES, INC.'S RESPONSES TO GOOGLE, INC'S FIRST SET INTERROGATORIES**

PROPOUNDING PARTY: GOOGLE, INC.

RESPONDING PARTY: AFFINITY ENGINES, INC.

SET NO.: ONE

Pursuant to California Code of Civil Procedure § 2030(f), plaintiff Affinity Engines, Inc., ("AEI") hereby submits the following responses and objections to the First Set of Interrogatories propounded by Google, Inc. ("Google") as follows:

GENERAL OBJECTIONS

AEI objects and incorporates each of the following general objections into its response to each interrogatory (and to the extent incorporated by Google into each of the interrogatories, to each of its "Definitions and Instructions") below:

1. AEI responds to the interrogatories based on information currently available to it. Plaintiff's investigation is continuing and ongoing and AEI expressly reserves the right to revise and/or supplement its responses based on information discovered after the date of this response. Nothing contained in these responses shall be construed as an admission relative to the existence or non-existence of any document, or in any way limit AEI's ability to make all uses at trial or otherwise of this information or any other information or evidence that may be discovered in the future.

2. AEI objects to the "Definitions and Instructions" and the interrogatories to the extent that they purport to require AEI to respond in any way beyond or not consistent with that required by the California Code of Civil Procedure, Rules of Court, the local Rules of Court, and other applicable law, as being overly broad, unduly burdensome, and oppressive.

3. AEI further objects to the Interrogatories to the extent that they seek to elicit information and disclosure of documents subject to and protected by the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity. Nothing contained herein is intended to be or should be construed as a wavier of any privilege, protection, or immunity.

4. AEI further objects to each and every Interrogatory to the extent that it is not full and complete in and of itself, and to the extent that it contains subparts and/or is compound, conjunctive, or disjunctive.

5. AEI further objects to each and every Interrogatory to the extent that they seek to elicit information that is protected from disclosure by a right of privacy of under the relevant provisions of the federal and state Constitutions.

6. AEI further objects to each and every Interrogatory to the extent that they seek confidential, proprietary or commercially sensitive information pertaining to AEI's business or trade secrets, absent a protective order adequate to protect AEI's rights in such confidential information and documents.

7. AEI further objects to each and every Interrogatory to the extent that they seek confidential or proprietary information relating to AEI's business, trade secrets and/or

economic relationships neither relevant to this case, nor reasonably calculated to lead to the discovery of admissible evidence. AEI also objects to each Interrogatory to the extent that it calls for the production of documents containing the trade secrets and proprietary business information of third parties, which are neither relevant to this case, nor reasonably calculated to lead to the discovery of admissible evidence.

8. AEI further objects to each and every Interrogatory to the extent that they call for the production of information that is not within AEI's knowledge, possession, custody or control.

9. AEI further objects to the each interrogatory to the extent the discovery sought is unreasonably cumulative or duplicative, or is obtainable from some other source that is more convenient, less burdensome, or less expensive and/or the selected method of discovery is unduly burdensome or expensive, taking into account the needs of the case, the amount in controversy, and the importance of the issues at stake in the litigation.

These General Objections shall be deemed to be incorporated in full into each of the individual responses set forth below. Subject to and without waiving the foregoing General Objections, AEI responds specifically to the interrogatories by answering as follows:

INTERROGATORY NO. 1:

Identify with precision and specificity each and every alleged trade secret Affinity Engines, Inc. contends that Google Inc. misappropriated.

RESPONSE TO INTERROGATORY NO. 1:

AEI objects to this interrogatory as vague and ambiguous because the phrase, "[i]dentify with precision and specificity each and every alleged trade secret," has been defined in the "Instructions of Definitions" of the Interrogatories as seeking "the exact identity, scope, boundaries, constitutive elements, and content" of the trade secrets. The terms "scope," "boundaries," and "constitutive elements" are vague and ambiguous, and render this interrogatory overbroad, unduly burdensome, and compound containing multiple subparts. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

See Plaintiff Affinity Engines, Inc.'s Identification of Trade Secrets Pursuant to C.C.P. § 2019(d) (dated June 10, 2004).

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 2:

For each alleged trade secret Affinity Engines, Inc. contends that Google Inc. misappropriated, identify all Affinity Engines, Inc.'s products that incorporate each such alleged trade secret, including but not limited to the product version number and date of first sale or first public disclosure.

RESPONSE TO INTERROGATORY NO. 2:

AEI objects to this interrogatory as vague and ambiguous as to the meaning of "incorporate," "product version number," and "public disclosure." AEI further objects to this interrogatory as overbroad and unduly burdensome. AEI further objects to this interrogatory as compound and containing multiple subparts. AEI further objects to this interrogatory on the grounds that it is vague as to time. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI's trade secrets are included in its inCircle™ network relationship software and its source code, which the defendants misappropriated. The inCircle™ software was first licensed to Stanford University on or about August 2002 for use with Stanford Alumni Association website. That website was made available to Stanford alumni on or about January 2003, but that website did not disclose any AEI trade secrets.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 3:

Identify all measures taken by Affinity Engines, Inc. to preserve the confidentiality of the alleged trade secrets it contends Google Inc. misappropriated.

RESPONSE TO INTERROGATORY NO. 3:

AEI objects to this interrogatory as vague and ambiguous as to the term "measures." AEI further objects to this interrogatory as overbroad and unduly burdensome. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI has undertaken and continues to undertake numerous steps designed to prevent the unauthorized disclosure of its trade secrets. For example, AEI requires employees and consultants to sign a "Confidential Information and Invention Assignment Agreement" which, among other things, requires the employee or consultant to hold AEI's trade secret information in the strictest confidence, to use such information only for the benefit of AEI, and to not disclose such information to any third party without prior authorization of AEI. AEI also requires third parties seeking to pursue any business or research relationship with AEI to sign a Non-Disclosure Agreement. In addition, printed AEI documents that disclose AEI trade secrets (or aspects of AEI trade secrets) are marked with confidentiality legends. AEI also restricts access to its trade secrets to those with a need-to-know basis, *e.g.*, AEI's engineering employees. AEI computers that have access to AEI trade secrets require a user password. AEI's trade secrets are kept under lock and key in AEI's offices.

As to defendant Orkut Buyukkokten ("Buyukkokten"), he was at all relevant times in a confidential and fiduciary relationship with AEI and had a duty to use AEI's trade secrets only for the benefit of AEI, and to neither use nor disclose them for any other purpose without AEI's prior consent. Defendant Buyukkokten also agreed, in exchange for consideration, to assign to AEI all of his right, title, and interest in the AEI trade secrets that are the subject of this lawsuit. *See also* AEI's Response to Interrogatory No. 5, *infra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 4:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that it owns the alleged trade secrets and/or copyrighted material it contends Google Inc. misappropriated.

RESPONSE TO INTERROGATORY NO. 4:

AEI objects to this interrogatory as compound, confused, and burdensome. AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome.

AEI further objects to the term "copyrighted material" on the grounds that is vague and ambiguous, and seeks information neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Complaint in this action does not allege any claim arising under federal copyright law. Accordingly, the response set forth below does not respond to this interrogatory to the extent it seeks any information relating to "copyrighted material."

Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

In 2001, Tyler Ziemann and defendant Orkut Buyukkokten developed "Club Nexus," a social networking website for use by Stanford undergraduate students. Ziemann and defendant Buyukkokten were the sole owners of Club Nexus and all related intellectual property rights, because the website was developed in their spare time with no more than incidental use of Stanford resources.

On or about August 5, 2002, Ziemann and defendant Buyukkokten incorporated AEI. Ziemann and defendant Buyukkokten were the majority stockholders in AEI, and both became members of AEI's Board of Directors. On or about September 11, 2002, approximately one month after AEI's incorporation, Ziemann and defendant Buyukkokten formally assigned to AEI, in writing, all of their right, title and interest in Club Nexus and the network relationship software and technology they had created. This agreement included, among other things, an assignment of all rights in any current or future trade secrets related to network relationship software—including the AEI trade secrets that are the subject of this lawsuit.

AEI's ownership interest was reaffirmed through a subsequent agreement signed on or about July 9, 2003. All trade secrets developed by defendant Buyukkokten relating to network relationship software, including without limitation the source code for inCircle™ and Corcle, belong to AEI pursuant to the agreements he signed with AEI and by virtue of his fiduciary relationship and position with AEI.

AEI's sole and exclusive ownership of its trade secrets is evidenced by at least the following documents: April 20, 2002 Retention Agreement signed by Micah Siegel, Orkut Buyukkokten, and Tyler Ziemann; September 11, 2002 Amendment to Retention Agreement signed by Micah Siegel, Orkut Buyukkokten, and Tyler Ziemann; September 11, 2002 Stock Purchase Agreement signed by Orkut Buyukkokten (including all exhibits and attachments); July 9, 2003 agreement signed by Orkut Buyukkokten; August 30, 2002 Agreement between AEI and the Board of Trustees of Stanford University; and June 9, 2004 Letter from Katherine Ku to AEI regarding the August 30, 2002 Agreement.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 5:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that Orkut Buyukkokten had a duty to maintain the alleged secrecy of the alleged trade secrets Affinity Engines, Inc. contends that Google Inc. misappropriated.

RESPONSE TO INTERROGATORY NO. 5:

AEI objects to this interrogatory to the extent it calls for a legal conclusion or legal analysis. AEI further objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action.

AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

Defendant Orkut Buyukkokten was a co-founder of AEI, a member of the Board of Directors of AEI, a shareholder in AEI, an AEI employee, and an integral member of AEI's inCircle™ development team. By virtue of these positions and other responsibilities he undertook for AEI, defendant Buyukkokten was in a confidential and fiduciary relationship with AEI and was required (and is still required) to use AEI's trade secrets only for the benefit of AEI, and to neither use nor disclose them for any other purpose without AEI's prior consent.

Defendant Buyukkokten assigned, in writing, all of his rights, title and interest in the AEI trade secrets that are at issue in this lawsuit, as explained in AEI's Response to Interrogatory No. 4, *supra*. Defendant Buyukkokten received consideration for this assignment in the form of stock and rights in AEI. By virtue of this assignment, defendant Buyukkokten promised to refrain from any act that would harm, disrupt, damage or diminish AEI's trade secrets, or the value of AEI's trade secrets.

Defendant Buyukkokten also agreed not to use or disclose these trade secrets in his employment with Google. Upon joining Google, defendant Buyukkokten received an "Employment, Confidential Information and Invention Assignment Agreement" that required, among other things, that Buyukkokten complete an attached "List of Prior Inventions and Original Works of Authorship." On or about May 2002, defendant Buyukkokten provided the agreement and attached list of prior inventions to AEI. AEI in turn furnished Buyukkokten with the completed list of prior inventions, which detailed the network relationship software and technology that Buyukkokten had assigned to AEI. When AEI provided the list of prior inventions to defendant Buyukkokten, Buyukkokten assured AEI that his employment with Google would not interfere with his responsibilities to AEI, and further assured AEI that he would not nor would he work on any social networking projects while at Google. Buyukkokten informed AEI that he had signed Google's employment agreement with the list of prior inventions prepared attached to it, expressly reserving for the benefit of AEI all rights he had to any social networking trade secrets and source code he had created or would create in the future for AEI.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 6:

Identify all evidence that supports any contention by Affinity Engines, Inc. that each of its alleged trade secrets allegedly misappropriated by Google Inc. were not in the public domain at the time of any alleged misappropriation by Google Inc.

RESPONSE TO INTERROGATORY NO. 6:

AEI objects to this interrogatory as vague and ambiguous as to the term "public domain." AEI further objects to this interrogatory as overbroad and unduly burdensome, as it essentially requests that AEI prove a negative fact. AEI objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI undertook numerous steps to maintain the confidentiality of its trade secret information, as detailed in AEI's Response to Interrogatory No. 3, *supra*. In addition, defendant Buyukkokten had an obligation to maintain the confidentiality of AEI's trade secrets, as described in AEI's Response to Interrogatory No. 5, *supra*. The confidential nature of AEI's trade secrets is also shown by the lack of any evidence of public disclosure.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 7:

Identify all evidence that supports any contention by Affinity Engines, Inc. that Orkut Buyukkokten and/or Google Inc. misappropriated any alleged Affinity Engines, Inc. trade secret, including but not limited to a description of the precise manner in which each alleged secret was allegedly misappropriated.

RESPONSE TO INTERROGATORY NO. 7:

AEI objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, no trial date has been set, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. Moreover, evidence relating to "the precise manner" in which AEI's trade secrets were misappropriated by the defendants is in the exclusive possession of the defendants. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action.

AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. AEI further objects to this interrogatory as compound and containing multiple subparts. AEI further objects to this request to the extent to the extent it seeks premature expert testimony protected by C.C.P. § 2034. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

In or about the summer of 2003 and without authorization from AEI, defendant Buyukkokten and Clayton Jones began to secretly modify the inCircle™ software to launch a competing website known as "Corcle.com." In August 2003, AEI discovered that defendant Buyukkokten had launched the Corcle.com website. AEI objected, reminding Buyukkokten that he had assigned all of his rights to network relationship software to AEI. (All trade secrets relating to inCircle™ and Corcle belong to AEI, as detailed in AEI's Response to Interrogatory No. 4, *supra*.) AEI further reminded defendant Buyukkokten that he owed a fiduciary obligation to AEI as a member of its Board of Directors not to compete with AEI or misuse its trade secrets. Acknowledging AEI's rights to inCircle™ and Corcle.com, Buyukkokten shut down the Corcle.com website in response to AEI demands in or about August 2003. Buyukkokten gave AEI assurances that he would stop supporting or working on Corcle.com. AEI believes, however, that Buyukkokten continued to secretly develop Corcle.com and by using AEI's trade secret, confidential, and proprietary software to facilitate and expedite its development.

During this timeframe, Google expressed an interest in developing a social networking website, and began to evaluate whether it should acquire Friendster, Inc. ("Friendster") or another social networking company. On information and belief, Google knew that defendant Buyukkokten had developed two other social networking websites, Club Nexus and inCircle™, and asked Buyukkokten to evaluate Friendster as a potential acquisition candidate for Google. In or about September 2003, defendant Buyukkokten confirmed to AEI that he was involved in evaluating Friendster for Google. On information and belief, in or about October 2003 Google made an offer to acquire Friendster for $30 million, but Friendster declined Google's offer. Having lost the opportunity to acquire Friendster, Google instead turned to defendant Buyukkokten to develop a social networking website for Google. This website later became known as Orkut.com.

AEI believes that defendant Google improperly obtained and used the source code for inCircle™ and Corcle from defendant Buyukkokten between the middle of 2003 and early 2004. AEI believes that defendants Google and Buyukkokten used the inCircle™ and Corcle source code to develop Google's social networking website, http://www.orkut.com, which was launched on or about January 22, 2004. AEI believes that at all relevant times, Google knew of defendant Buyukkokten's relationship with AEI, knew about AEI's inCircle™ network relationship software and its earlier Club Nexus website, and knew of defendant Buyukkokten's obligations to AEI. Although AEI has not yet obtained the source code for the Orkut.com website, AEI has uncovered several unique software "bugs," or unique idiosyncratic software behaviors, in AEI's inCircle™ product that were also present in Orkut.com. The presence of these "bugs" in both programs is highly indicative of a common source code.

The misappropriation of AEI's trade secrets by the defendants is supported by at least the following evidence: the 34 CD-ROMs retained by defendant Buyukkokten following his resignation from AEI, the contents of the hard disk drive defendant Buyukkokten delivered to Wilson, Sonsini, Goodrich & Rosati on or about March 16, 2004, the source code and other files for inCircle™, Corcle, and Club Nexus, and the orkut.com website and source code.

The persons involved and with knowledge of facts relevant to this interrogatory include Sergey Brin, Orkut Buyukkokten, Clayton Jones, and Larry Page.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 8:

Identify all evidence that supports any contention by Affinity Engines, Inc. that it suffered damages and/or other injury as a result of alleged wrongdoing in its Complaint in this action.

RESPONSE TO INTERROGATORY NO. 8:

AEI objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, no trial date has been set, no damages experts have been designated, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action. AEI further objects to this request to the extent to the extent it seeks premature expert testimony protected by C.C.P. § 2034.

Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI has suffered injury from the defendants' wrongful conduct. This injury includes the defendants' unlawful misappropriation of AEI's trade secret, confidential, and proprietary information, and the breach of defendant Buyukkokten's fiduciary, contractual, and other obligations to AEI. Through the defendants' wrongful conduct as alleged in the Complaint, defendant Google has reaped a substantial advantage and benefited because it did not need to spend the millions of dollars it would have required for Google to legitimately acquire or develop the technology to enter into the social networking business. Defendant Google avoided the time and expense required to develop its own network relationship software by relying on defendant Buyukkokten, knowing he had access to AEI trade secret, confidential, and proprietary information. This "free" head start gave Google an early and critical entry into the social networking market, causing tremendous harm and injury to AEI and threatening the viability of its business. Furthermore, the defendants' wrongful use and exploitation of AEI's trade secret, confidential, and proprietary information allowed the defendants to launch a website in competition with inCircle™, causing further injury to AEI.

As a result of the defendants' wrongful conduct, AEI seeks monetary relief in the form of compensatory and punitive damages, enhanced damages under the Uniform Trade Secret Act, unjust enrichment (*e.g.* an accounting, restitution, and disgorgement of profits), costs of suit including attorneys' fees, and pre- and post-judgment interest.

Persons with knowledge of the injuries AEI sustained as a result of the defendants' conduct include Brian Samuels, Micah Siegel, and Tyler Ziemann.

AEI reserves its right to supplement its response to this interrogatory as information becomes available during discovery.

INTERROGATORY NO. 9:

Describe the circumstances of each disclosure by Affinity Engines, Inc. to a third party of any Affinity Engines, Inc.'s trade secret that Affinity Engines, Inc. contends Google Inc. misappropriated, including, but not limited to, describing the date of each such disclosure, the identities of the third parties and individuals involved, all individuals with knowledge of such facts, and all documents relating to each disclosure.

RESPONSE TO INTERROGATORY NO. 9:

AEI objects to this interrogatory on the grounds that it is compound and contains multiple subparts. AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI's source code was provided to Care2.com, Inc. pursuant to a non-disclosure agreement dated January 19, 2004. The persons involved and with knowledge include Raymond Paynter, Brian Samuels, Micah Siegel, and Tyler Ziemann.

AEI reserves its right to supplement its response to this interrogatory as information becomes available during discovery.

INTERROGATORY NO. 10:

Identify all evidence upon which Affinity Engines, Inc. bases its contention, for each alleged Affinity Engines, Inc.'s trade secret, that each such alleged secret was secret at the time of the alleged misappropriation by Google Inc.

RESPONSE TO INTERROGATORY NO. 10:

AEI objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

See AEI's Response to Interrogatory Nos. 3 and 6, *supra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 11:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that Google, Inc. improperly obtained each alleged Affinity Engines, Inc.'s trade secret, including but not limited to the date and circumstances pursuant to which Affinity Engines, Inc. claims Google, Inc. improperly obtained each alleged trade secret, the identities of the individuals involved, and all individuals with knowledge of such facts and documents supporting the contention.

RESPONSE TO INTERROGATORY NO. 11:

AEI objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, no trial date has been set, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. Much of the evidence requested by this interrogatory is in the exclusive possession of the defendants. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action.

AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. AEI further objects to this interrogatory as compound and containing multiple subparts. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

See AEI's Response to Interrogatory No. 7, *supra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 12:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that Google, Inc. put alleged Affinity Engines, Inc. trade secrets to use, including but not limited to all individuals with knowledge of such facts and documents supporting the contention.

RESPONSE TO INTERROGATORY NO. 12:

AEI objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, no trial date has been set, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. Much of the evidence requested by this interrogatory is in the exclusive possession of the defendants. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action. AEI further objects to this request to the extent to the extent it seeks premature expert testimony protected by C.C.P. § 2034.

AEI further objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. AEI further objects to this interrogatory as compound and containing multiple subparts. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

See AEI's Response to Interrogatory No. 7, *supra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 13:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that it suffered injury and/or damages from Google Inc.'s alleged misappropriation of each alleged Affinity Engines, Inc.'s trade secret, including but not limited to all individuals with knowledge of such facts and documents supporting the contention.

RESPONSE TO INTERROGATORY NO. 13:

AEI objects to this interrogatory as premature in that discovery in this action has just begun. No documents have been produced in discovery, no testimony has been taken, no protective order has been entered, no trial date has been set, no damages experts have been designated, and the defendants have refused to provide discovery pending their purported challenge to AEI's trade secret disclosure. AEI reserves its right to rely, at trial and otherwise, on any evidence subsequently adduced in discovery in this action. AEI further objects to this request to the extent to the extent it seeks premature expert testimony protected by C.C.P. § 2034. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

See AEI's Response to Interrogatory No. 8, *supra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 14:

Identify every public domain source, including but not limited to competitors' datasheets and website publications, textbooks, and trade show materials, that discloses or encompasses any of the alleged Affinity Engines, Inc.'s trade secrets Affinity Engines, Inc. contends Google, Inc. misappropriated.

RESPONSE TO INTERROGATORY NO. 14:

AEI objects to this interrogatory as vague and ambiguous as to the terms "public domain," "datasheets," "trade show materials," and "encompasses." AEI further objects to this interrogatory as overbroad and unduly burdensome. AEI further objects to this interrogatory as compound and containing multiple subparts. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

AEI is aware of no publicly-available materials that disclose its trade secrets.

INTERROGATORY NO. 15:

Identify all evidence upon which Affinity Engines, Inc. bases its contention that

Affinity Engines, Inc. is the owner of the 34 CD-ROMs cited in the Eighth Cause of Action in the Complaint.

RESPONSE TO INTERROGATORY NO. 15:

AEI objects to this interrogatory to the extent it calls for information protected from disclosure by the attorney-client privilege and work product doctrine. AEI further objects to this interrogatory as overbroad and unduly burdensome. Subject to and without waiving these objections and the General Objections set forth above, AEI responds as follows:

On or about September 25, 2003, after it learned of defendant Buyukkokten's involvement in evaluating potential social networking acquisitions for Google, AEI sent an email to defendant Buyukkokten which included the following request:

> Given all of the recent news/activity, I'm going to need you to delete from your computer all inCircle and Club Nexus data. In addition, I will need you to hand over all of your Club Nexus and inCircle CDs as they are company property. I will be sending you a legal form to sign, certifying that you have done as such.

Later that same day, defendant Buyukkokten responded to AEI's e-mail and refused to return the CDs, despite the fact that the materials were AEI's property. Buyukkokten told AEI to "stop being so paranoid. We are on the same side." Defendant Buyukkokten did not dispute AEI's contention the 34 CD-ROMs were the property of AEI, acknowledging AEI's ownership of them.

In addition, the 34 CD-ROMs identified in the Complaint contain trade secret and confidential information, including but not limited to trade secrets pertaining to AEI's inCircle™ network relationship software. This trade secret and confidential information belongs to AEI, as detailed in AEI's Response to Interrogatory No. 4, *supra*.

AEI reserves its right to supplement its response to this interrogatory as additional information becomes available in discovery.

INTERROGATORY NO. 16:

Do you contend that Google Inc. has in any way infringed any copyright owned by Affinity Engines, Inc.?

RESPONSE TO INTERROGATORY NO. 16:

AEI objects to this interrogatory on the ground that it seeks information neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Complaint in this action does not allege any claim arising under federal copyright law.

INTERROGATORY NO. 17:

If the answer to Number 16 is affirmative, identify all evidence that supports your contention.

RESPONSE TO INTERROGATORY NO. 17:

AEI objects to this interrogatory as not full and complete in and of itself. AEI further objects to this interrogatory on the ground that it seeks information neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. *See* Response to Interrogatory No. 16, *supra.*

Dated: July 6, 2004

G. HOPKINS GUY, III
ERIC L. WESENBERG
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VERIFICATION

Verification to follow.